



BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.
Guy M. Hicks
General Counsel
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OFFICE
EXECUTIVE SECRETARY

December 7, 2001

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

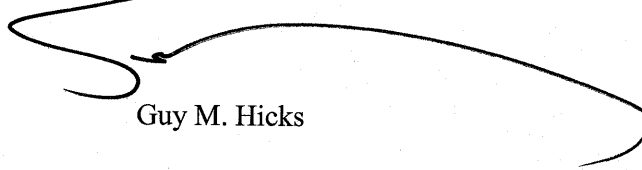
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~01-01041~~ 01-01095

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 30, 2000. The Amendment modifies Attachment 2 of the Agreement concerning ADSL, HDSL and Unbundled Copper Loops.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

GMH/jej

Enclosure

cc: Hamilton E. Russell, III, Trivergent Communications, Inc.
John J. Heitmann, Esquire, Attorney for Trivergent Communications, Inc.
Don Baltimore, Esquire, Attorney for Trivergent Communications, Inc.

POSTED
12/10/01

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-01041~~ 01-01095

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TRIVERGENT COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Trivergent Communications, Inc. ("Trivergent") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 30, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Trivergent and BellSouth state the following:

1. Trivergent and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Trivergent. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.
2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 2 of the Agreement concerning ADSL, HDSL and Unbundled Copper Loops.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Trivergent within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Trivergent and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Trivergent and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10th day of Dec, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

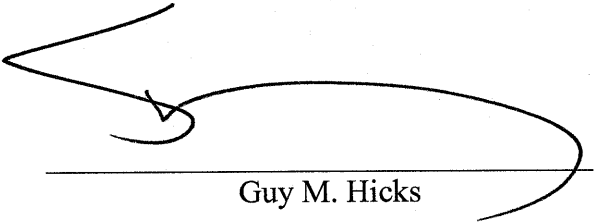
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail, on the 10th day of Dec, 2001:

Hamilton E. Russell, III
Regional Vice President – Legal and Regulatory Affairs
NuVox Communications, Inc. (formerly TriVergent)
301 North Main Street, Suite 500
Greenville, SC 29601

John J. Heitmann Esquire
Counsel to NuVox Communications, Inc.
Kelley Drye & Warren LLP
1200 19th Street, NW
Washington, DC 20036

Don Baltimore, Esquire
Farrar & Bates
211 Seventh Avenue North, Suite 420
Nashville, TN 37219-1823



Guy M. Hicks

**Amendment to the
Agreement Between
BellSouth Telecommunications, Inc.
and
TriVergent Communications, Inc.**

Pursuant to this Amendment, (the "Amendment"), TriVergent Communications, Inc. ("TCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Agreement").

WHEREAS, TCI desires to obtain and BellSouth desires to provide access to Preordering Loop Makeup (LMU), and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 2.4 of Attachment 2 of the Agreement is hereby deleted in its entirety and replaced with a new Section 2.4 as set forth in Attachment 1 to this Amendment, incorporated herein by reference.

2. Exhibit C of Attachment 2 of the Agreement is hereby modified as set forth in Attachment 2 to this Amendment, incorporated herein by reference, as follows:

- a. Add rates for 2-wire ADSL, 2-wire HDSL, 4-wire HDSL, 2-wire Unbundled Copper Loop-Short and 2-wire Unbundled Copper Loop-Long loops provisioned without manual service inquiry and facility reservation in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- b. Replace rates for 2-wire ADSL, 2-wire HDSL, 4-wire HDSL, 2-wire Unbundled Copper Loop-Short and 2-wire Unbundled Copper Loop-Long loops provisioned with manual service inquiry and facility reservation in the state of Florida to reflect final ordered rates.
- c. Replace rates for Unbundled Loop Modification in all states.
- d. Replace rates for Loop Makeup Service Inquiry in all states.

3. All of the other provisions of the Agreement shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

TriVergent Communications, Inc.

Chris Boltz
Signature

Hamilton E. Russell, III
Signature

Chris Boltz
Name

Hamilton E. Russell, III
Name

Managing Director
Title

RVP - Legal and Regulatory Affairs
Title

9-20-01
Date

9/3/01
Date

Preordering Loop Makeup

2.4 Preordering Loop Makeup (LMU)

2.4.1 Description of Service

2.4.1.1 BellSouth shall make available to TCI loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from TCI ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.4.1.2 BellSouth will provide TCI with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by TCI for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by TCI and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.4.1.3 BellSouth's LMU information is provided to TCI as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.4.1.4 BellSouth offers LMU information for the sole purpose of allowing TCI to determine whether, in TCI's judgment, BellSouth's loops will support the specific services that TCI wishes to provide over those loops. TCI may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, TCI shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. TCI bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. TCI bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with TCI's equipment for accomplishing TCI's end goal for the intended service it wishes to provide its end-user(s). TCI is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.4.2 Submitting Loop Makeup Service Inquiries

2.4.2.1 TCI will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's

Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if TCI determines that it needs further loop data information in order to make a determination of loop service capability, TCI may initiate a separate manual LMUSI for a separate nonrecurring charge as set forth in Exhibit C hereto.

- 2.4.2.2 **Manual LMUSIs** shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.4.3 **LMUSI Types & Associated Charges**

TCI may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C. LMU information is available for "working" loops (i.e., those loops that are currently serving a particular end user) and "spare" loops (i.e., those loops that are available to serve a particular end user but are not currently in service). TCI may request LMU information for up to three (3) spare facilities per Manual LMUSI and ten (10) spare facilities per Mechanized LMUSI. TCI shall submit its loop criteria when placing the LMUSI, and the response shall provide TCI with information of each loop (up to the total number of facilities queried) that meet the criteria specified by TCI.

- 2.4.3.1 TCI will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.
- 2.4.3.2 TCI may reserve spare facilities for up to four (4) days in connection with a LMUSI. Reservations are not available for working facilities. Reserved facilities for which TCI does not plan to place a UNE local service request (LSR) should be cancelled by TCI. Should TCI wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.4.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to TCI for the facility queried. During this holding time and prior to TCI's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, if multiple loops meet TCI's criteria as specified in the LMUSI and TCI does not order all of such loops, TCI shall not be entitled to specify which of the loops contained in the query response BellSouth will actually provision to complete TCI's order.

- 2.4.3.4 If TCI does not submit an LSR for a UNE service order on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.4.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.4.4 Ordering of Other UNE Services
- 2.4.4.1 Whenever TCI has reserved a facility through BellSouth's preordering LMU service, should TCI seek to place a subsequent UNE LSR on a reserved facility, TCI shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR. TCI will be billed the appropriate rate element for the specific type UNE loop ordered by TCI as set forth in this Attachment. TCI will not be billed any additional Loop Makeup charges for the loop so ordered. Should TCI choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, TCI will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.
- 2.4.4.2 Where TCI submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to TCI the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by TCI. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by TCI during the LMU pre-ordering transaction, BellSouth will assign to TCI, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by TCI. If the ordered loop type is not available, TCI may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.
- 2.4.4.3 BellSouth offers LMU information for the sole purpose of allowing TCI to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that TCI wishes to provide over those loops. TCI may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, TCI shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. TCI bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. TCI bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with TCI's equipment for accomplishing TCI's end goal for the intended service it wishes to provide its end-user(s). TCI is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

Version 2001: 06/15/01

[Access the current design sheets](#), go to View Geographically Designated UNE Zone Designations by Central Office.

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Mileage	Zone	RCS	URCG	RATES										OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
							Reporting	Interconnecting						Set Order Simplified Rate per LSH	Set Order Simplified Rate per LSH	Incremental Charge - Manual Set Order vs. Electronic-1st	Incremental Charge - Manual Set Order vs. Electronic-Adt	Incremental Charge - Manual Set Order vs. Electronic-4th	Incremental Charge - Manual Set Order vs. Electronic-Adt	Incremental Charge - Manual Set Order vs. Electronic-4th	Incremental Charge - Manual Set Order vs. Electronic-Adt																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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		2-Wire Unbundled Copper Loop Long - without manual service inquiry and facility reservation - Zone 1		1	UC1	UC12W	\$33.57	\$111.62	\$63.19	\$54.67	\$8.22	\$3.50	\$19.69																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

GEORGIA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Residence	Zone	RCS	USOC	RATES					OSS RATES											
							Recurring	Non-recurring				Soc Order Standard Charge - Manual per LSR	Soc Order Standard Monthly per LSR	Incremental Change - Manual Soc Order vs. Electronic-1st	Incremental Change - Manual Soc Order vs. Electronic-Advt	Incremental Change - Manual Soc Order vs. Electronic-1st	Incremental Change - Manual Soc Order vs. Electronic-Advt						
								First	Advt	First	Advt												
Geographically Deselected LINE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deselected LINE Zones and applicable rates are established, Statewide rates are applicable. Further, BealSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deselected LINE Zone Rate Structure. Unit price enhancements are accompanied, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, 1e. Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.bealconnection.bealsouth.com/become_cable/docs/menconnectionservices.pdf to view Geographically Deselected LINE Zone Designations by Central Office.																							
UNBUNDLED EXCHANGE ACCESS LOOP																							
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																							
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	U/L	U/L2W	\$11.23	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50											
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	U/L	U/L2W	\$12.97	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50											
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	U/L	U/L2W	\$20.82	\$104.17	\$78.10	\$97.18	\$15.99	\$3.50											
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																							
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	U/H	U/H2W	\$7.88	\$104.17	\$78.10			\$3.50											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	U/H	U/H2W	\$9.09	\$104.17	\$78.10			\$3.50											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	U/H	U/H2W	\$14.46	\$104.17	\$78.10			\$3.50											
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																							
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	U/H	U/H4W	\$10.38	\$104.17	\$78.10			\$3.50											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	U/H	U/H4W	\$12.00	\$104.17	\$78.10			\$3.50											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	U/H	U/H4W	\$19.07	\$104.17	\$78.10			\$3.50											
2-WIRE UNBUNDLED COPPER LOOP																							
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	U/C	U/C2PW	\$19.80	\$104.17	\$78.10			\$3.50											
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	U/C	U/C2PW	\$22.86	\$104.17	\$78.10			\$3.50											
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	U/C	U/C2PW	\$36.34	\$104.17	\$78.10			\$3.50											
		2-Wire Unbundled Copper Loop/Long without manual service inquiry and facility reservation - Zone 1		1	U/C	U/C2W	\$19.80	\$104.17	\$78.10			\$3.50											
		2-Wire Unbundled Copper Loop/Long without manual service inquiry and facility reservation - Zone 2		2	U/C	U/C2W	\$22.86	\$104.17	\$78.10			\$3.50											
		2-Wire Unbundled Copper Loop/Long without manual service inquiry and facility reservation - Zone 3		3	U/C	U/C2W	\$36.34	\$104.17	\$78.10			\$3.50											
LOOP MODIFICATION																							
		Unbundled Loop Modification: Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			U/L, U/H, U/C, UEO	U/LM2L	\$67.39		\$67.39														
		Unbundled Loop Modification: Removal of Load Coils - 2 wire greater than 18k ft			U/C	U/LM2G	\$337.50		\$337.50														
		Unbundled Loop Modification: Removal of Load Coils - 4 Wire less than or equal to 18k ft			U/H, U/C	U/LM4L	\$67.39		\$67.39														
		Unbundled Loop Modification: Removal of Load Coils - 4 Wire pair greater than 18k ft			U/C	U/LM4G	\$337.50		\$337.50														
		Unbundled Loop Modification: Removal of Bridged Tap Removal, per unbundled loop			U/L, U/H, U/C, UEO, UEF	U/LM8T	\$78.10		\$78.10														
LOOP MAKE-UP																							
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **			U/MK	U/MK1W	\$35.00		\$35.00														
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **			U/MK	U/MK1P	\$45.00		\$45.00														
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **					\$0.0750		\$0.0750														

[illegible]

Version 2001: 06/15/01

MISSISSIPPI

TC/BellSouth LMI Amendment
Attachment 2
Rates - Page 7 of 11

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Length	Zone	RCS	USOC	RATES				OSS RATES							
							Facility	Documnet	Nonrecurring		Sec Order Standard Billing per LSR	Sec Order Standard Billing per LSR	Incremental Charge - Manual Order vs. Electronic-18	Incremental Charge - Manual Order vs. Electronic-Advt	Incremental Charge - Manual Order vs. Electronic-Other	Incremental Charge - Manual Order vs. Electronic-Advt		
									First	Advt							First	Advt
Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deaveraged UNE Rate Structure. Unit these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zone 1, 2, 3 or 4, i.e. Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internal Website http://www.bellsouth.com/belcoone_clef/docs/facconector/deaverzms.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																		
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																		
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1			1	U/L	U/L2W		\$10.87	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2			2	U/L	U/L2W		\$14.40	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3			3	U/L	U/L2W		\$20.58	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4			4	U/L	U/L2W		\$27.16	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1			1	U/H	U/H2W		\$9.50	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2			2	U/H	U/H2W		\$11.26	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			3	U/H	U/H2W		\$16.10	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4			4	U/H	U/H2W		\$21.25	\$204.56	\$128.86	\$100.05	\$15.75	\$3.50	\$19.99				
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1			1	U/H	U/H4W		\$10.36	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2			2	U/H	U/H4W		\$13.73	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3			3	U/H	U/H4W		\$19.62	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4			4	U/H	U/H4W		\$25.90	\$221.85	\$146.16	\$100.05	\$15.75	\$3.50	\$19.99				
2-WIRE UNBUNDLED COPPER LOOP																		
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1			1	U/C	U/C2PW		\$16.85	\$202.70	\$127.00	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2			2	U/C	U/C2PW		\$22.34	\$202.70	\$127.00	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3			3	U/C	U/C2PW		\$31.92	\$202.70	\$127.00	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 4			4	U/C	U/C2PW		\$42.13	\$202.70	\$127.00	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1			1	U/C	U/C2W		\$16.85	\$189.68	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2			2	U/C	U/C2W		\$22.34	\$189.68	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3			3	U/C	U/C2W		\$31.92	\$189.68	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 4			4	U/C	U/C2W		\$42.13	\$189.68	\$113.98	\$100.05	\$15.75	\$3.50	\$19.99				
LOOP MODIFICATION																		
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft				U/L	U/L												
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire greater than 18K ft				U/L	U/L												
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft				U/L	U/L												
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18K ft				U/L	U/L												
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop				U/L	U/L												

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	MATERIA	ZONES	DCS	USDC	RATES										OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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NORTH CAROLINA

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	MARKET	ZONE	ECS	USOC	RAC	RATES				OSS RATES							
								Recurring	Nonrecurring			SIC Order Submitted Monthly per LSH	SIC Order Submitted Monthly per LSH	Incremental Charge - Manual Spec Order vs. Electronic-1st	Incremental Charge - Manual Spec Order vs. Electronic-Add'l	Incremental Charge - Manual Spec Order vs. Electronic-Disc 1st	Incremental Charge - Manual Spec Order vs. Electronic-Disc Add'l		
									Disconnect	Disconnect	Disconnect								
Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate the Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.bellsouthconnection.bellsouth.com/become_dca2/bellsouthconnection/daunzms.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																			
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
		2 Wire Unbundled ADSL Loop without manual service inquiry and facility reservation - Statewide																	
			SW		UML	UML2W													

SOUTH CAROLINA

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Index	Zone	RCS	USDC	RATES										OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
							Reserv	Interconnecting				Disconn	Interconnecting				See Order Standard Rate per LSR	See Order Standard Rate per LSR	Interconnect Charge - Manual See Order vs. Electronic-Adt	Interconnect Charge - Manual See Order vs. Electronic-Adt	Interconnect Charge - Manual See Order vs. Electronic-Adt																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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TENNESSEE

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Main	Zone	BIS	USOC	RATES						OSS RATES					
							Recurring	New		Disconnect		Sec Order Standard ELEC per LSR	Sec Order Standard Manually per LSR	Incremental Change - Manual Order vs. Electronic-1st	Incremental Change - Manual Order vs. Electronic-Add'l 1st	Incremental Change - Manual Order vs. Electronic-Subsequent Add'l		
								First	Advt	First	Advt							
Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing the billing systems in order to accommodate the Geographically Deaveraged UNE Zone Rate Structure. Unit these enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.bellsouth.com/become_cled_docs/fnconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.																		
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																		
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	\$13.82	\$31.99	\$20.02	\$10.65	\$1.41							
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	\$18.05	\$31.99	\$20.02	\$10.65	\$1.41							
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	\$23.60	\$31.99	\$20.02	\$10.65	\$1.41							
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	\$10.83	\$31.99	\$20.02	\$10.65	\$1.41							
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	\$14.15	\$31.99	\$20.02	\$10.65	\$1.41							
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	\$18.50	\$31.99	\$20.02	\$10.65	\$1.41							
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	\$13.93	\$31.99	\$20.02	\$10.65	\$1.41							
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	\$18.20	\$31.99	\$20.02	\$10.65	\$1.41							
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	\$23.80	\$31.99	\$20.02	\$10.65	\$1.41							
2-WIRE UNBUNDLED COPPER LOOP																		
		2 Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Statewide		SW	UCL	UCLPW	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41							
		2 Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Statewide		SW	UCL	UCL2W	\$12.16	\$31.99	\$20.02	\$10.65	\$1.41							
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL UHL UCL	ULM2L		\$65.40	\$65.40									
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire greater than 18k ft			UCL	ULM2G		\$710.71	\$23.77									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft			UHL UCL	ULM4L		\$65.40	\$65.40									
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		\$710.71	\$23.77									
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL UHL UCL UEO UEF	ULMBT		\$65.44	\$65.44									
LOOP MAKE-UP																		
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **			UMK	UMKLV		\$100.00	\$100.00									
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) **			UMK	UMKLP		\$100.00	\$100.00									
		Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **						\$0.6888	\$0.6888									